

All references to SBC Long Distance, LLC, SBC Long Distance, Inc., Southwestern Bell Communications Services, Inc., SBC Long Distance and SBC Telecom, Inc. are to be considered interexchangeable for purposes of these tariff schedules.

SBC LONG DISTANCE, LLC

d/b/a SBC LONG DISTANCE

d/b/a AT&T LONG DISTANCE

**RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR
FURNISHING INTRASTATE ACCESS SERVICES
WITHIN THE COMMONWEALTH OF KENTUCKY**

The contact person for Commission Inquiries is:

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This Tariff ("Tariff") contains the regulations and rates applicable to the furnishing of Intrastate Access Service provided by SBC Long Distance, LLC, d/b/a SBC Long Distance, d/b/a AT&T Long Distance within the Commonwealth of Kentucky. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal working hours at SBC Long Distance, LLC's principal place of business. Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

EFFECTIVE

**Effective: January 23, 2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

CHECK SHEET

Title Page 1 and pages 1 to 69 inclusive of this Tariff are effective as of the date shown. Original and revised pages as named below comprise all changes from the original Tariff that are in effect on the day hereof.

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APPLICATION OF THE TARIFF

- A. This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Access Services.
- B. The rates and regulations contained in this Tariff apply only to the Services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by any other Local Exchange Carrier or other Carrier for use in accessing the Services of the Company.
- C. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option hereunder.
- D. The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.
- E. The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Company.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) – To signify changed regulation.
- (D) – To signify discontinued rate, rule or text.
- (I) – To signify increased rate.
- (N) – To signify new rate, rule or text.
- (R) – To signify reduction.
- (T) – To signify a change in text.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, *etc*, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
 - 2.1.1 (A).1.a.i
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.0 DEFINITIONS

Certain terms used generally throughout this Tariff are defined below:

Access Code: Denotes uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXXX, 950-0XXX, or 950-1XXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request ("ASR"): The industry Service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: A Local Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and the Customers' Premises.

Advance Payment: Part or all of a payment required before the start of Service.

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Authorized User: Any entity or individual authorized by the Customer to use the Service.

Carrier: Denotes any individual, partnership, association, joint stock-company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication by wire or radio, between two or more exchanges.

Channel or Circuit: A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

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Channel Mileage: Distance calculated using the telephone industry standard Wire Centers ("V" & "H") between the Company's and the Customer's Premises.

Commission: The Kentucky Public Service Commission.

Company: SBC Long Distance, LLC, d/b/a SBC Long Distance, d/b/a AT&T Long Distance the issuer of this Tariff.

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment wink are included in this signaling sequence.

Customer: A person, firm, corporation or other entity which orders or uses Service who, by receiving and using the service, has agreed to honor the terms of the Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Customer Premises Equipment ("CPE"): Equipment located at the Customer's Premises for use with the Company's Services.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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DS-1: Digital Service, Level 1. A 1.544 Mbps dedicated Digital transmission connection furnished by the Company that may either be a connection between a Customer's Premises and the Company's Premises or a connection between two Customer Premises.

DS-3: Digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps. (Also called a T-3).

E-911: An emergency Service whereby a Customer or End User dials a 911 emergency code and is then connected to a emergency agency responsible for the dispatch of emergency assistance. E-911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

End User: Any individual, association, corporation, governmental agency or any other entity other than an IXC which uses intrastate service, and specifically includes customers of IXCs.

FCC: Federal Communications Commission.

Firm Order Confirmation ("FOC"): Acknowledgment by the Company of receipt of an ASR from the Customer and commitment by the Company of a Service date.

Force Majeure: Causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday.

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Individual Case Basis ("ICB"): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and will be filed in the Tariff.

Interexchange Carrier ("IXC"): A long distance telecommunications services provider.

InterLATA Service: Service which originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service which originates and terminates within the same LATA.

Interconnecting Carrier: Any Carrier that connects to the Company's Network for exchange of telecommunications traffic.

Kbps: Kilobits per second or thousands of bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of telecommunications Services.

Line Information Data Base ("LIDB"): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Exchange Carrier ("LEC"): A provider of local telephone service.

Local Switching Center: The switching center where telephone exchange Service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits per second or millions of bits per second.

Meet Point Billing: The arrangement through which multiple LECs involved in providing Access Service divide the ordering, rating, and billing of such Services on a proportional basis, so that each LEC involved in providing a portion of the Access Service agrees to bill under its respective tariff.

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Network: The Company's network located in the continental United States.

Network Services: The Company's telecommunications Access Service offered on the Company's Network.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Presence ("POP"): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Presubscription: An arrangement whereby an End User may select and designate to the Company an IXC it wishes to access, without an Access Code, for completing interLATA toll calls and/or intraLATA toll calls. The End User may select one IXC for completing interLATA toll calls and another for completing intraLATA toll calls, or may select the same IXC to complete both. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier ("PIC") for interLATA toll, and as the End User's intraLATA Primary Interexchange Carrier ("LPIC") for intraLATA toll. The End User may select any IXC that orders Feature Group D Switched Access at the Local Switching Center that serves the End User.

Recurring Charges: Charges that are assessed for Services included within this Tariff on a recurring, monthly basis.

Service: The telecommunications services offered by the Company provided under this Tariff.

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Service Commencement Date: The first day following the date on which the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Service or facility was used by the Customer.

Service Connection Charge: A one-time charge which applies for Company work associated with activities to set up/change accounts, including, but not limited to, Service Order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of Services and/or equipment.

Service Order: The request for facilities or Service by an Applicant or Customer. See also ASR.

Signaling System 7 ("SS7"): The common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging, routing and screening.

Switched Access: Access to or from the switched network of a LEC for the purpose of originating or terminating communications.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service ("TRS"): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar device to communicate freely with the hearing population not using text telephone and vice versa.

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Termination of Service: Discontinuance of both incoming and outgoing Service.

Trunk: A communications path, connecting two switching systems, used in the establishment of an end-to-end connection.

Wire Center: Denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Company. The Company is not responsible to any entity or its respective customers for any service provided by that entity or to any entity that purchases access to the Company Network or uses any of the Company's facilities or Services in order to originate or terminate its own services or to communicate with its own customers. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

2.1.2 Shortage of Equipment and Facilities

Service is offered subject to the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for Service and, the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

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2.1.3 Terms and Conditions

(A) Minimum Periods

1. Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 calendar days. All calculations of dates set forth in this Tariff will be based on calendar days, unless otherwise specified herein.
2. The Company may require a minimum period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special Service terms, necessary to meet special demands and involving extra cost or expense. All service arrangements and contracts that differ from the tariff terms will be filed with the Commission for approval.

- (B) Customers are required to enter into and submit ASRs as provided in this Tariff. Customers also will be required to execute other documents related to the provision of Service under the Tariff.

2.1.4 Notification of Service-Affecting Activities

Where possible, the Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

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2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the Customer, Authorized User, or End User for, and the Customer and any Authorized User or End User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- (A) Libel, slander, defamation, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- (B) Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, Services, functions, or products provided by the Customer, Authorized User, or End User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer, Authorized User, or End User, at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- (C) A breach in the privacy or security of communications transmitted over its facilities; or

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- (D) Mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- (E) Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided or End User-Provided equipment or Premises wire; or
- (F) The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages; or
- (G) Violations of the obligations of the Customer section of this Tariff; or
- (H) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees; or
- (I) Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company, the Customer or End User, to the extent caused by or resulting from the negligent act or omission of the Company or the negligent or intentional act or omission of the End User, or their employees, agents, representatives, invitees or Authorized Users; or

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- (J) Any delay or failure of performance or equipment due to a Force Majeure condition; or
- (K) Failure to disclose the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable Commission rules and regulations related thereto; or
- (L) Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or
- (M) Any act, error, omission, fraudulent acts of a third party, interruption, delay, or defect caused by or contributed to by:
 - 1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
 - 2. The Customer or End User, or any third party acting as their agent, in connection with Company-provided or Customer-provided facilities or equipment including, but not limited to, the Customer's or End User's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer or End User to the Company's network; or
 - 3. A third party.

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2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to, mistakes, omissions, interruptions, disconnection, delays, fraudulent acts of a third party, errors, defects, or representations, whether caused by acts or omissions, shall be limited to the lesser of \$500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any Company Service, equipment or facilities, acts of a third party, or the acts or omissions, fraudulent acts of a third party, or negligence of the Company, its employees or agents.

2.2.3 The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to, mistakes, omissions, interruptions, disconnection, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors, shall be limited to the lesser of \$500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any service, equipment or facilities, acts of a third party, or the acts or omissions or negligence of the Company's suppliers and vendors, its employees or agents.

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- 2.2.4 With respect to Telecommunications Relay Service, any Service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carriers, the Company's liability for the interruption or failure of the Service shall not exceed an amount equal to the Company's charge for a one minute call to the called Station at the time the affected call was made.
- 2.2.5 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than four (4) years after the Service is rendered.
- 2.2.6 The Company makes no warranties or representations with respect to its Service, except those expressly set forth in this Tariff.
- 2.2.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.

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2.2.8 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer or End User, or any third party acting as their agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.3 Provision of Equipment and Facilities

2.3.1 General

- (A) The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned, leased or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

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(C) Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Any CPE attached to the Company's Network shall be in conformance with all FCC requirements, rules and regulations. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment; or
3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment; or
4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or
4. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).

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- (D) Any equipment installed at the Customer's or End User's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of Service and may make the Customer responsible for damage to equipment as provided in this Tariff.
- (E) The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- (F) The Customer shall be responsible for the payment of Service charges imposed on the Company by another entity for visits to the Customer's Premises when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.

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2.3.2 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- (B) Access Services may be connected to the services or facilities of other telecommunications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications Carriers which are applicable to such connections.

2.3.3 Non-routine Installation

At the Customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours. Installation and/or maintenance in hazardous locations may be performed at the Company's discretion. In such cases, additional charges may apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

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2.3.5 Use of Service

- (A) Service is furnished for use by the Customer and may be used by others only as specifically provided elsewhere in this Tariff.
- (B) A Customer may transmit or receive information or signals via the facilities of the Company.
- (C) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- (D) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- (E) If a Customer's use of Service interferes unreasonably with the Service of other Customers or End Users and that interference is believed by the Company to be related to the quantity or grade of Service that the Customer has purchased, the interfering Customer may be required to take Service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.
- (F) The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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- (G) A Customer or Authorized User shall not represent that its services are provided by the Company, or the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

- (A) Payment of all applicable charges and Fees pursuant to this Tariff; and
- (B) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or its Authorized User or End User; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's or End User's Premises; and
- (C) Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and

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- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order; and
- (E) Ensuring that its equipment and/or system or that of its agent or End User is properly interfaced with the Company's Service; that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer or End User and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers or End Users. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability; and

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- (F) Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and
- (G) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- (H) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities leased by the Customer from the Company; and
- (I) Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and

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- (J) Promptly notifying the Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

2.4.2 Claims

- (A) The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section of this Tariff or as provided elsewhere in this Tariff.
- (B) The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

2.4.3 Inspections

- (A) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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2.5 Establishing Credit

- 2.5.1 The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting a Service Order, a Deposit or an Advance Payment. An Applicant who cannot establish a satisfactory credit standing, or a Customer whose Service has been discontinued for non-payment of bills for any Service subject to this Tariff, or a Customer whose Service has been disconnected for non-payment of bills for Service provided by another telephone company, may be required to provide the Company a security Deposit pursuant to Paragraph 2.7 of this Tariff.
- 2.5.2 The Company may, in order to assure payment of its charges for Service, require Applicants and existing Customers to establish and maintain credit acceptable to the Company.
- 2.5.3 The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Advance Payments and the payment of charges or Fees due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.
- 2.5.4 A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished has changed, or the Company determines the basis on which credit was formerly established has changed.
- 2.5.5 The Company may refuse to provide Service at an address where Service been disconnected for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment customer or real users of the Service still reside at the address

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2.6 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and facilities are provided. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the Service to be provided. In addition, where Special Construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the Special Construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's first bill. An Advance Payment may be required in addition to a Deposit.

The Advance Payment is due ten (10) business days following the date the Company confirms acceptance of the order, or on the application date, whichever is later. If the Advance Payment is not received by such payment date, the order may be canceled. When the Customer cancels an ASR, the order will be withdrawn. Any Advance Payment made will not be credited or refunded.

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2.7 Deposits

Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required in the Company's sole discretion at any time to provide the Company with a security Deposit. The Deposit requested will be in cash or, at the Company's option, the equivalent of cash, up to an amount up to 2/12^{ths} (two months') actual or estimated annual usage charges for Service to be provided. Any Applicant or Customer also may be required, at any time, whether before or after the Service Commencement Date, to provide such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, Advance Payments, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets and similar arrangements. The required Deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions. In addition, the Company shall be entitled to require such an Applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash Deposit, simple interest at a rate of 6 percent annually will be paid for the period during which the Deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company Service in question is provided. At the Company's sole discretion, such Deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security Deposit and prior to the Customer's compliance with this request.

2.8 Charges

2.8.1 Charges for Services

The Customer is responsible for payment of all charges for Services furnished by the Company to the Customer.

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2.8.2 Taxes, Surcharges, and Fees

- (A) The Customer is responsible for the payment of any sales, use, gross receipts, universal service, excise, access, 911/E-911, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, whether assessed directly on the Company or assessed on another company or Carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for Services provided in this Tariff, unless otherwise specified herein, do not include Fees. Fees imposed by a particular jurisdiction (e.g., county or municipality) will be billed only to those Customers with lines in the affected jurisdiction. When the Company, by virtue of collecting Fees, incurs costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the Customers with lines in the affected jurisdiction. The Customer is responsible for any Fees that become applicable retroactively.
- (B) Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

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2.9 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to Services established, provided, or discontinued during the preceding billing period. All bills for Services provided to or on behalf of the Customer by the Company are due in immediately available funds.

2.9.1 Non-Recurring Charges are payable when the Service for which they are specified has been performed. Recurring Charges which are not dependent on usage will be billed in advance of the month in which Service is to be provided. The Company shall bill Non-Recurring Charges and Recurring Charges to the Customer.

2.9.2 All charges are due and payable within 25 days after the invoice date ("Payment Due Date"). If the Payment Due Date would cause payment to be due on a Saturday, Sunday or Holiday, the Payment Due Date shall be the first day following the Saturday, Sunday or Holiday.

2.9.3 When Service does not begin on the first day of a calendar month, or end on the last day of a calendar month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis, based on a 30-day month.

2.9.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the Service is discontinued.

(A) Late Payment Charges

Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if a portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of

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1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
2. 0.0005 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

(B) Interest shall not be assessed on any previously assessed late payment charges.

2.9.5 If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.

2.9.6 If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within 60 days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the Customer.

2.9.7 If a Service is disconnected by the Company in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to all applicable installation charges.

2.9.8 Disputed Bills

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

(A) Interest Credit

The customer will receive an interest credit if all of the following conditions exist:

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1. The Customer is responsible for notifying the Company in writing within forty-five (45) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the due date (Disputed Amounts).
2. The documentation furnished by the customer must include:
 - a clear and full explanation of the basis of the dispute,
 - the account number under which the bill has been rendered,
 - the date of the bill, and
 - details sufficient to identify the specific amounts and items in dispute.
3. The customer must have paid the total amount billed in dispute.
4. The billing dispute must be resolved in favor of the customer.

(B) Interest Credit Period

When a claim is filed within 130 days from the bill date, the period covered by the interest credit shall begin with the date that the Company receives payment in immediately available funds. When a claim is filed more than 130 days after the bill date, the period covered by the interest credit shall begin on the date of the claim or the date of overpayment, whichever is later. The period covered by the interest credit shall end on the date that the customer's account is credited.

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(C) Calculation of Interest Credit

Interest credit shall be calculated based upon the portion of the disputed amount resolved in the customer's favor multiplied by the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
2. 0.0005 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

2.10 Ordering, Rating and Billing Where More Than One LEC Is Involved

All Recurring and Non-Recurring Charges for Services provided by each LEC are billed under each company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company's Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's Local Switching Center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines ("MECAB") and the Multiple Exchange Carrier Ordering and Design ("MECOD") guidelines.

The Company must notify the Customer of: (1) the Meet Point Billing option that will be used; (2) the telephone company(s) that will render the bill(s); (3) the Carrier(s) to whom payment should be remitted; and (4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

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The Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one LEC is involved in the provision of Access Services, as follows:

2.10.1 The Company must receive an order for Feature Group D Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another LEC.

2.10.2 In addition, for Feature Group D Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another LEC with whom the Company has an agreement, the Customer may be required to submit an order as specified by the LEC which operates the switch.

2.10.3 Separate bills will be rendered by the LECs for Feature Group D Access Service.

2.10.4 Rating and Billing of Service

Each company will provide its portion of the access service based on the regulations, rates and charges contained in its respective access service tariff, subject to the following, as appropriate. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

2.11 Subsequent Order Charges Due to Modification

In the case of a customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

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2.12 Refusal and Discontinuance of Service

- 2.12.1 Upon nonpayment of any amounts owing to the Company, the Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.12.2 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.
- 2.12.3 Upon violation of any of the other material terms or conditions for furnishing Service, the Company, by giving 30 days' prior notice in writing to the Customer, may discontinue or suspend Service if such violation continues during that period without incurring any liability.
- 2.12.4 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.12.5 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.12.6 In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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- 2.12.7 If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Company will begin applying a closed account maintenance charge of \$5.00 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.
- 2.12.8 Upon the Company's discontinuance of Service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- 2.12.9 When Access Service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effective discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within or transiting the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

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2.12.10 In its sole discretion, the Company may discontinue the furnishings of any and/or all Service(s) to a Customer, without incurring any liability:

- (A) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services. The Company may discontinue Service pursuant to this sub-section if:
1. The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Carrier telecommunications Services or its planned use of Service(s); or
 2. The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Carrier telecommunications Services, or its planned use of the Company's Service(s) under the Tariff; or
 3. The Customer states that it will not comply with a request of the Company for Advance Payment or Deposit; or
 4. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Carrier telecommunications services provided under the Tariff, to which the Customer either subscribes or had subscribed or used; or
 5. The Customer uses Service to transmit a message, locate a person or otherwise give or obtain information without payment for the Service; or

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6. The Customer uses, or attempts to use, Service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the Service by:
- a. Using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - c. Any other fraudulent means or devices; or
- (B) Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or
- (C) Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7 day period.

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for bills due and owing for Service(s) furnished up to the time of discontinuance.

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2.13 Miscellaneous

2.13.1 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, Special Construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one or more of the following:

- (A) where facilities are not presently available and there is no other requirement for the facilities so constructed; or
- (B) of a type other than that which the Company would normally utilize in the furnishing of the Services; or
- (C) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its Services; or
- (D) where facilities are requested in a quantity greater than that which the Company would normally construct; or
- (E) where installation is to be on an expedited basis; or
- (F) on a temporary basis until permanent facilities are available; or
- (G) installation involving abnormal costs; or
- (H) in advance of its normal construction schedules.

Where the Company furnishes a Service on a Special Construction basis, charges will be based on the costs incurred and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for Special Construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

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All service arrangements and contracts that differ from the tariff terms will be filed with the Commission for approval.

2.13.2 Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Company without the written consent of the Company and payment of the applicable charges.

2.13.3 Notices and Communications

- (A) The Customer will designate on the Service Order an address to which the Company will mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- (B) The Company will designate on the Service Order an address to which the Customer will mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- (C) All notices or other communications required to be given, pursuant to this Tariff will be in writing, unless otherwise provided.
- (D) The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.14 Interruptions of Service

2.14.1 General

- (A) It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- (B) A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- (C) If the Customer reports to the Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by the Company to be impaired.
- (D) The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

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2.14.2 Limitations of Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, End User, or other Carrier providing service connected to the Service of the Company; or
- (B) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Carriers connected to the Company's facilities; or
- (C) interruptions due to the failure or malfunction of non-Company equipment; or
- (D) interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions; or
- (E) interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis; or
- (F) interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- (G) interruptions of Service due to a Force Majeure; or
- (H) interruptions for the unlawful or improper use of the facilities or Service

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2.14.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.14.4 Application of Credits for Interruptions in Service

(A) Credit for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified in this Tariff and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.

(B) For calculating allowances, every month is considered to have 30 days.

2.14.5 Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made, upon request, for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

(A) If the interruption is for twenty four (24) hours or less, no allowance will be made.

(B) If the interruption continues for more than twenty four (24) hours, the allowance will be equal to one thirtieth ($1/30^{\text{th}}$) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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2.15 Returned Check Charge

When a check which has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is returned by a financial institution which refuses to honor it for insufficient funds or a closed or non-existent account, the Customer will be assessed a twenty dollar (\$20.00) charge.

2.16 Customer Service

Correspondence from the Customer to the Company must be addressed to the attention of the Company's Customer Service department and sent to the appropriate office as listed on the Customer bill. The Customer may also contact the Company's Customer Service department by calling a toll free number provided on the Customer bill.

2.17 Billing Name and Address

Billing Name and Address ("BNA") provides a record of the billing name and address of an End User who has an Automatic Number Identification ("ANI") recorded by the Customer (IXCs, operator service providers, enhanced service providers and any other provider of intrastate telecommunication services) for telecommunication services rendered by the Customer to its End User. The receipt of this information will allow the Customer to provide its own billing to End Users who may not have established a formal billing relationship with the Customers.

BNA is provided for the purpose of permitting the Customer to bill its telecommunications services to its End Users and may not be resold or used for any other purposes, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

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2.17.1 Undertaking of the Company

- (A) All requests for information must be by facsimile in a format specified by the Company.
- (B) BNA will be provided for the ANI furnished by the Customer to the extent a billing name and address exists in the Company's records. BNA will not be provided for those End Users who have requested that their BNA not be disclosed for collect and billed third-party calls.

2.17.2 Obligations of the Customer

- (A) With each order for BNA, the Customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.
- (B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.
- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, files, accounts, data bases, or market data or other systems it assembles through the use of BNA Service.

2.17.3 Usage Rates

BNA Customers will be assessed a per-record request charge for each BNA record the Customer requests. This charge will be billed to the Customer on a monthly basis. The BNA per-record request charge applies regardless of whether the requested BNA record is available in the Company's information database.

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3.0 ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE

3.1 General

This Section sets forth the regulations and order related charges for ASRs for Switched Access Service, as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

3.1.1 Ordering Conditions

All Services offered under this Tariff will be ordered using an ASR, unless otherwise specified herein. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- (A) Customer name and Premise(s) address(es);
- (B) Billing name and address (when different from Customer name and address); and
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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The order date ("Application Date") is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Company gives the Customer a Firm Order Confirmation ("FOC"). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

3.1.2 Provision of Other Services

With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required.

Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that additional engineering is necessary to accommodate a Customer request. Additional engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company already has provided the technical information included on the design layout report as set forth herein. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the Service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the original estimated amount by more than 10 percent.

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3.2. Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of Services and/or facilities being requested.

When placing an order, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type.

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3.2.1 Access Service Date Intervals

Access Service is provided within one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

(A) Standard Interval

The standard interval for Switched Access Service will be 10 business days ("Standard Interval") from the Application Date. This interval only applies to standard Service offerings for a Customer which is at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

(B) Negotiated Interval

The Company will negotiate a Service Date interval ("Negotiated Interval") with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a Service Date that is not considered by the Company to be a standard Service offering (for example, if additional engineering is required to complete the order), or

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4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.2.2 ASR Modifications

The Customer may request a modification of its ASR prior to the Service Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, transport facilities, out of band signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Commencement Date interval.

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(A) Service Date Changes

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service Commencement Date may not exceed the original Service Date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested Service date is more than 30 calendar days after the original Service Date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the Service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each Service Date changed as set forth in the Tariff.

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(B) Design Change Charge

The Customer may request a Design Change to the Service(s) ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the Service(s) ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions or a change in the type of Transport Termination or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges set forth in this Tariff, are in addition to any Additional Engineering or Service Date Change Charges that may apply.

(C) Expedited Order Charge

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company. The request for an earlier Service Commencement Date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the Service Commencement Date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide Service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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If the Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite Charge will not apply.

In the event the Company provides Service on an expedited basis at the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in this Tariff.

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3.3 Cancellation of an ASR

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that Service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a Service Date of an ASR for installation of new Services or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service Commencement Date cannot exceed the originally established Service date by more than 30 calendar days. On the 31st day beyond the original Service Date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in this Tariff. If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply. Cancellation charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a Service Date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil riots or wars, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

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3.4 Minimum Period of Service

The minimum period Access Service is provided and charges are applicable for is one month.

3.4.1 The following changes will be treated as a discontinuance of the existing Service and a request for installation of a new Service. All associated Nonrecurring Charges will apply for the new Service, and a new minimum period will be established:

- (A) A change in the identity of the Customer of record;
- (B) A move by the Customer to a different building;
- (C) A change in Switched Access Service Interface (i.e., DS1 to DS3);

3.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed Services will be determined as follows:

The charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

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3.5 Customer Account Record Exchange (CARE)

3.5.1 Description

The Customer Account Record Exchange (CARE) process is a product offering to all Interexchange Carriers (IXC) who provide services to End Users. The CARE process can be utilized to submit PIC changes to the LEC, obtain information on End Users to facilitate PIC changes, receive End User Customer information on newly PIC'd or disconnected end users, and obtain End User Customer information in order to render a bill for toll usage.

3.6 Alternate Bill Media

3.6.1 Service Description

Initially, monthly bills will be provided in paper format only. The Company will furnish a Primary Bill and upon request, Secondary Bills. At the option of the Customer, Alternate Bill Media may be requested, and will provide options for the Primary Bill and any Secondary Bills requested.

Billing for access services occurs on a monthly basis based on specific bill periods established by the Company. Bills are rendered for each Access Customer Name Abbreviation (ACNA). An Access Billing change charge will apply each time a bill media is changed.

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Following are descriptions of the bill formats being offered:

Primary Bill - the primary bill may be provided by one of the following media without a monthly charge:

- electronic data transmission
- floppy disk
- magnetic tape, 18 track
- paper

Secondary Bill - at the Customer's request, a Secondary Bill, in addition to the Customer's Primary Bill, will be provided. Appropriate charges will apply, as outlined in the Rates/Charges Section 4.7.

Customers may request additional monthly copies of the Secondary Bill. Each additional copy of the Secondary Bill may utilize a different medium and a different billing address. Applicable charges specified for each Secondary Bill will apply. The medium and the billing address may be different from, or the same as, the medium selected for the Primary Bill.

The Secondary Bill will contain the same detail billing data as a Primary Bill and may be requested in one of the following media formats:

- electronic data transmission
- floppy disk
- magnetic tape, 18 track
- microfiche
- paper

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3.6.2 Specifications

- A. Floppy disk, Electronic Data Transmission and 18 Track Magnetic Tape - data provided on floppy disk will be provided for use with IBM-compatible operating systems. The data on the diskette is formatted using industry standards for access services billing.

In addition to the above, for floppy disk, the following options are available and must be specified by the Customer when requesting this format:

- 3.5 inch diskette
- High density or low density
- EBCDIC or ASCII
- Overnight delivery or U. S. Mail

The Customer must choose how the billing data is to be formatted. The two available formats are Bill Page Format and Bill Data Tape Format. In Bill Page Format, the billing data is formatted exactly as it is formatted on a paper bill. In Bill Data Tape Format the billing data is formatted exactly as it is formatted on magnetic tape or electronic data transmission media.

The data on the floppy disk will require de-compacting by the Customer. The capability to de-compact the billing data will be included on each floppy disk of the Customer's Primary or Secondary Bill. If more than one floppy disk is required to provide the Customer's Primary or Secondary Bill, the capability to de-compact the data will only be included on the first floppy disk.

- B. Paper and Microfiche - There are no formatting options available for paper and microfiche formats.

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4.0 RATES AND CHARGES

4.1 Tandem Switched Transport

Provides the transmission path between the LEC access tandem and the Company end office. The use of this facility requires an access service order (ASR) from the IXC to the LEC. Once access to the LEC tandem is secured, transmission may occur over the interconnection trunks identified for traffic to the Company end office. Tandem Switched Transport facilities include circuits provided for the common use of all IXC Customers who have requested tandem switching

	<u>Per Minute</u>	<u>Per Mile</u>
Tandem Switched Transport Originating / Terminating	\$.000176	\$.000023
Multiplexing Originating / Terminating	\$.000387	

4.2 Local Switching

Local switching provides local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office

	<u>Per Minute</u>
Local Switching Originating / Terminating	\$.002158

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4.3 Dedicated Transport

4.3.1 Entrance Facility

An entrance facility provides for the facility between the Customer's premises and the Company's serving wire center (SWC). It is dedicated to the use of a single IXC Customer and allows DS1 and DS3 capacity. The capacity type defines the technical characteristics and types of signaling capability associated with the connection. An Entrance Facility is provided even if the Customer's premises and the SWC are located in the same building.

	<u>Monthly Rate</u>
Entrance Facility (DS1)	\$235.00
Entrance Facility (DS3)	\$2315.00

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4.3.2 Direct Trunk Transport

Direct Trunk Transport provides the transmission facility between the Company's SWC and the Company's end office or the interconnected LEC access tandem. Direct Trunk Transport facilities are dedicated to the use of a single Customer and are available based on capacity, DS1 or DS3. Direct Trunk Transport is not available to end offices that do not have the necessary recording and measurement capabilities, i.e., remote switching offices.

	<u>Monthly Rate</u>
Direct Trunk Transport (DS1)	\$116.32
Direct Trunk Transport (DS3)	\$1262.13
Dedicated Multiplexing	\$821.75
DTT Mileage (per mile)	
DS1	\$21.62
DS3	\$102.13

4.4 Ordering Charges

4.4.1 Access Order Charge

A nonrecurring, per occurrence charge assessed for the processing of access orders, is applied per access order for the installation, addition, change, rearrangement or move of Access Services.

Non-Recurring Charge

Access Order Charge	\$50.00
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4.4.2 Design Change Charge

A nonrecurring per occurrence charge assessed for any change to an access order which requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

Non-Recurring Charge

Design Change Charge	\$60.00
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4.4.3 Service Date Change Charge

A nonrecurring per occurrence charge assessed for the change in service date changes of the initial access service order or rearrangement, provided the new service date is no more than 30 days beyond the original service date.

Non-Recurring Charge

Service Date Change Charge	\$65.00
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4.4.4 Expedited Order Charge

A nonrecurring per occurrence charge assessed for requests that service be provided on an earlier date than originally requested on the access service order. If the Company determines that service can be provided on an expedited basis without additional costs to the Company, the expedited request will be accepted.

Non-Recurring Charge

Expedited Order Charge, plus	\$75.00
Additional Labor costs	

4.4.5 Access Order Cancellation Charge

A nonrecurring per occurrence charge assessed for any change to an access order which requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

Non-Recurring Charge

Access Order Cancellation Charge, plus	\$75.00
Additional Labor costs	

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4.5 800 Service Charges

The following charges are assessed for 800 Query provisioning and the associated usage. These charges are in addition to any Switched Access FGD charges assessed for use of the Company's Network, i.e. originating local switching.

4.5.1 800 Query Transport

A recurring, per query charge, assessed for each SS7 transported 800 query, sent to the Company's 800 Gateway vendor for delivery to the SMS Database, whether the call is completed or not.

Per Query

800 Query Transport, per query	\$.03
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4.5.2 800 Number Translations

A recurring, per query charge, assessed per POTS or CIC translation response, sent to the Company's 800 service provider(s) (IXCs) and is in addition to the 800 Query Transport charge.

Per Query

800 Number Translation, per query	\$.003
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4.6 Description of CARE products and the associated rates

- 4.6.1 PIC Changes – Changes to initial PIC or supplemental changes, additional lines or additional PIC changes on lines on the same order. (Applicable when the IXC agrees to pay the PIC change charge).

Changes to initial PIC \$5.00
Changes to initial PIC
- each billed on additional line(s) \$1.47

- 4.6.2 Mergers – Used to facilitate a LEC merging Carrier Identification Codes (CICs).

Per Working Telephone Number (WTN) \$5.00

- 4.6.3 Unauthorized PIC Change Charge – Charge to IXC when an unauthorized PIC change occurs.

Per Working Telephone Number (WTN) \$10.00

- 4.6.4 Billing Name and Address (BNA) – CARE process where BNA information is transmitted to and from LECs.

Per Working Telephone Number (WTN) \$.30

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4.7 Alternate Bill Media Rates and Charges

Nonrecurring Charges

4.7.1 Access Billing Change charge
Per billing period

\$ 10.00

4.7.2 Secondary Bill

- Electronic Data Transmission (per record) \$.005
- Floppy Disk (per record) \$.0005
- Magnetic Tape, 18 track (per tape) \$ 90.00
- Microfiche (per frame) \$.001
- Paper (per page) \$.10

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